



IN THE DISTRICT COURT OF TULSA COUNTY,
STATE OF OKLAHOMA

CJ-2019-04909

David Golzar Revocable Trust,

Plaintiff,

v.

AAA Fire & Casualty Insurance Company,

Defendant.

Case No.

Attorney Lien Claimed

Linda Morrissey

**DISTRICT COURT
FILED**

DEC 16 2019

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

PETITION

Plaintiff, for his Petition, alleges as follows:

1. Plaintiff is an individual residing in Oklahoma. Plaintiff was insured by Defendant AAA Fire & Casualty Insurance Company at the time of several losses to Plaintiff's property which were covered by policies of insurance by Defendant.
2. Defendant AAA Fire & Casualty Insurance Company ("AAA") is an insurance company which sold Plaintiff insurance policies covering the property at issue and covering the losses at issue. On information and belief, AAA may have changed its name to CSAA Fire & Casualty Insurance Company, but the policies at issue bear AAA's name.
3. Venue and jurisdiction are proper in this Court. The primary actions giving rise to this case took place in Tulsa County, Oklahoma.
4. The property at issue, and the policies at issue, are as follows:

Property	Policy
2904 S Elm Ave., Broken Arrow, OK 74012	DP3-332827, DP3-3893515
4307 S Hickory Pl., Broken Arrow, OK 74011	DP3-003893507
5671 S Evanston Ave., Tulsa, OK 74105	HO33518373
7780 S Jamestown Ave., Tulsa, OK 74136	HO53517161

5. Each of the insured properties had a loss or multiple losses which were not fully paid.



6. Plaintiff met all obligations owed under each of the insurance policies, including the timely making of claims and the provision of all required information to support his claims.
7. Defendant failed to honor its obligations under the relevant policies. Specifically, Defendant has acknowledged that coverage exists, but has failed to properly evaluate the claims and has failed to fully pay Plaintiff amounts owed under the claims.
8. As the direct and proximate result of Defendant's breaches of contract, Defendant owes Plaintiff a cumulative amount greater than \$100,000.

Prayer for Relief

Wherefore, Plaintiff prays for a judgment against Defendant, for an award of all damages, litigation costs, and attorney fees incurred by Plaintiff which might be recoverable, and for any other relief which is just and equitable.

Respectfully submitted,

Capron & Edwards, PLLC



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